IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.7956 OF 2003

Lahanu Gangadhar Wagh ...Petitioner
Vs.
Karmveer Kakasaheb Wagh Sahakari Sakhar Karkhana Ltd. ...Respondent

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Mr.L.H.Patil for the Petitioner
Mr. Kishor Patil h/f. Mr. P.N.Joshi for Respondents

CORAM: SMT. ROSHAN DALVI, J.
DATED: 13TH MARCH, 2006

P.C.

1. The Petitioner has challenged the order of the under Co-operative Appellate Tribunal dated 17th September 2003 dismissing his appeal from an order of the Co-operative Court dismissing his dispute on 1st January 2000.

2. The Petitioner is an employee of the Respondent Society. The Petitioner was appointed as Secretary with effect from 1st April, 1983 and was given residential quarter. The Petitioner was on a fixed monthly salary of Rs.4125/- under an office dated 26th April 1983. The Petitioner has not shown any rules regarding the regulation of the terms and conditions of service.

3. The Respondents have passed a resolution of the Board of Directors on 29th January 1993 terminating the services of the Petitioner. The

Petitioner contends that the agenda of the Board Meeting do not show the item regarding the termination of the Petitioner's service as a separate matter. Neither any notice was given to the Petitioner, nor inquiry was held and hence the resolution as passed is void. The Petitioner as an employee of the Respondent challenges the resolution of the Board of Directors. The society acts through its Board of Directors. The working of the Board of Directors forms a matter of the internal management of the Society.

3. The Petitioner is given notice/termination order on 30th January 1993. His employment has been terminated from 1st February 1993. He has been given the notice pay of one month as per his contract of service. Consequently a cheque dated 1st February 1993 for Rs.4125/- is received by the Petitioner.

4. The Petitioner's dispute in the Co-operative Court has been dismissed. The appeal therefrom is also dismissed.

5. Two aspects are considered by the Co-operative Court as well as the Appellate Court. It has been showed to the Court that Bank had lost confidence in the Petitioner, upon observing many deficiencies in his working. This interalia is making use of funds of the Respondent Society unauthorisedly to pay additional advances to the contractors in his own

capacity and other acts of misappropriation of funds. The Board of Directors of Respondent was, therefore, within its powers to terminate the petitioner's service. The impugned order has correctly considered these aspects. There is no failure of jurisdiction or any irregularity. The petitioner has relied upon the Judgment in Chandu Lal Vs. The Managment of M/s. Pan American World Airways Inc., **reported in** AIR 1985 Supreme Court, 1128**. That, however is a case of an employee governed by the Industrial Disputes Act and in which loss of confidence would amount retrenchment in law. The Petitioner's employment was a contract of service in the Co-operative Society. Hence, that judgment does not apply to the Petitioner's case.**

. Consequently the petition is rejected.

(ROSHAN DALVI,J.)